



Sean Rogan
Executive Director

**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office

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Commissioners

ADOPTED

BOARD OF COMMISSIONERS
HOUSING AUTHORITY

1-H FEBRUARY 8, 2011

SACHI A. HAMAI
EXECUTIVE OFFICER

February 08, 2011

The Honorable Board of Commissioners
Housing Authority of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**APPROVE A SUPPLEMENTAL LAW ENFORCEMENT SERVICES INTERGOVERNMENTAL
AGREEMENT WITH THE CITY OF LONG BEACH
(DISTRICT 4) (3 VOTE)**

SUBJECT

This letter recommends approval of an Intergovernmental Agreement with the City of Long Beach, acting by and through the Long Beach Police Department, to provide supplemental law enforcement services at the Carmelitos housing development located at 1000 Via Wanda in the City of Long Beach.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Executive Director or his designee to execute and if necessary, terminate an Intergovernmental Agreement with the City of Long Beach, acting by and through the Long Beach Police Department (LBPD), to provide supplemental law enforcement services at the Carmelitos housing development, initially through June 30, 2012, with three additional one-year options to extend, using a total of \$448,800 for the approximately 17-month initial period, and an additional \$300,000 for each subsequent annual extension period, in Conventional Public Housing Program funds allocated by the U.S. Department of Housing and Urban Development (HUD). The Intergovernmental Agreement will be effective following approval as to form by County Counsel and execution by all parties.
2. Authorize the Executive Director or his designee to execute amendments to the Intergovernmental Agreement, following approval as to form by County Counsel, to increase the compensation in an amount not to exceed \$89,760 for the initial term and an additional \$60,000 for each annual extension period, using the same source of funds, and to make other changes as needed.

3. Find that approval of the Intergovernmental Agreement is exempt from the California Environmental Quality Act (CEQA) because the services will not have the potential for causing a significant effect on the environment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to approve an Intergovernmental Agreement with the City of Long Beach, acting by and through the LBPD, to provide supplemental law enforcement services at the Carmelitos housing development, to address illegal drug and gang activity and other security needs.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund. The maximum amount for the Intergovernmental Agreement will not exceed \$448,800 for the approximately 17-month initial period (through June 30, 2012), plus an additional \$300,000 for each subsequent annual extension period. The Housing Authority will fund the Intergovernmental Agreement for the remainder of Fiscal Year 2010-2011 using \$132,000 in Conventional Public Housing Program funds included in the Housing Authority's approved Fiscal Year 2010-2011 budget. For Fiscal Year 2011-2012, the Housing Authority will fund the Intergovernmental Agreement with \$316,800 in Conventional Public Housing Program funds to be included in the Housing Authority's Fiscal Year 2011-2012 budget.

A 20% contingency in the amount of \$89,760 for the initial term and an additional \$60,000 for each annual extension period is also being set aside for any unforeseen costs and/or criminal activity, using the same source of funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Intergovernmental Agreement will provide supplemental law enforcement services for the Carmelitos housing development. The Carmelitos housing development consists of 713 units, of which 558 are family units and 155 are senior units. Beginning in June 1994, your Board approved a three-year contract, which retained the services of the LBPD for supplemental law enforcement services at the Carmelitos housing development. The LBPD was subsequently awarded four additional three-year contracts. Supplemental law enforcement services are law enforcement services of a different character and/or to a different extent than those provided to the public generally.

Services provided under this Intergovernmental Agreement will include: identifying persons involved in drug, gang and other criminal activity; developing and implementing strategies to address crime; patrol of the Carmelitos housing development by car, bike and on foot; continuation of a community policing program with residents; issuing parking and traffic citations; conducting regular, special, and undercover investigations; conducting felony and misdemeanor arrests; preparing and submitting daily and monthly reports to Housing Authority management; implementing crime prevention and intervention programs; and attending monthly Anti-Drug/Gang Task Force meetings and other meetings as requested by the Housing Authority. Services will be performed by two officers, each working 40 hours per week.

The proposed services are being federally funded, and are not subject to the requirements of the Greater Avenues for Independence (GAIN) or the General Relief Opportunity for Work (GROW)

Programs implemented by the County of Los Angeles. Instead, the City of Long Beach, acting by and through the LBPD, must comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low-and very-low income persons, particularly to person who are recipients of HUD housing assistance.

The Intergovernmental Agreement has been approved as to form by County Counsel and will be executed by City of Long Beach, acting through the LBPD. A summary is provided as Attachment A. On January 4, 2011, the Long Beach City Council approved the Intergovernmental Agreement. On January 26, 2011, the Housing Commission recommended approval of the Intergovernmental Agreement.

ENVIRONMENTAL DOCUMENTATION

These services are excluded from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (b)(3), because they involve activities that will not have a physical impact on or result in any physical changes to the environment. The activities are also not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS

As authorized by Title 24 CFR 85.36 (b)(5) and outlined in the Housing Authority's procurement policies, the Housing Authority may enter into an intergovernmental agreement with another government agency to procure common goods and services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Intergovernmental Agreement will provide supplemental law enforcement services at the Carmelitos housing development in order to ensure the safety of the residents.

The Honorable Board of Supervisors
2/8/2011
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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN
Executive Director

SR:bl

Enclosures

ATTACHMENT A

Intergovernmental Agreement Summary

Project Name: Carmelitos Supplemental Law Enforcement Services (Community Policing Program) will be provided by the City of Long Beach through the LBPd at work location: 1000 Via Wanda, Long Beach, CA 90805.

Bid Number: Not Applicable

Bid Date: Not Applicable

Contractor: City of Long Beach

Services: The Intergovernmental Agreement will provide supplemental law enforcement services for the Carmelitos residents. Two Community Policing Program officers will identify persons involved in drug, gang and other criminal activity and address the problems through patrol, investigations, prevention and intervention programs and in collaboration with other criminal justice agencies.

Intergovernmental Agreement Term: The work to be performed under this Intergovernmental Agreement shall be commenced upon execution of the Agreement by all parties and end June 30, 2012. This Intergovernmental Agreement may be extended up to three times in one-year increments.

Contract Sum: The Housing Authority shall pay the Contractor for the performance of the Intergovernmental Agreement the sum of **Four Hundred Forty Eight Thousand Eight Hundred Dollars and Zero Cents (\$448,800)** and an additional **Three Hundred Thousand Dollars and Zero Cents (\$300,000)** for each annual extension period.

Contingency: **\$89,760** and an additional **\$60,000** for each annual extension period.

INTERGOVERNMENTAL AGREEMENT FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES

This Intergovernmental Agreement is made and entered into this ____ of _____, 2011, by and between the Housing Authority of the County of Los Angeles, hereinafter referred to as "Housing Authority", and City of Long Beach, hereinafter referred to as "City."

WHEREAS, the Housing Authority is authorized under Section 6.2 of the Housing Authority's Procurement Policies and Procedures Manual to enter into an intergovernmental agreement with another governmental agency to procure common goods and services as authorized by Title 24 CFR 85.36 (b) (5);

WHEREAS, the Housing Authority is authorized to enter into an intergovernmental agreement with the City of Long Beach to procure supplemental law enforcement services for the Carmelitos housing development located in Long Beach, California from the Long Beach Police Department (LBPd) under Title 24 CFR 85.36 (b) (5) and such intergovernmental agreement is not subject to the rules relating to competitive procurements and agreements;

WHEREAS, pursuant to a written Cooperation Agreement dated August 30, 1979, by and between the Housing Authority and the City, it was agreed in pertinent part that the City shall, without cost or charge to the Housing Authority or the tenants of its developments (other than payment in lieu of taxes as described in such Cooperation Agreement), "furnish or cause to be furnished to the Housing Authority and the tenants of such developments public services and facilities of the same character and to the same extent as are furnished from time to time without a service fee to other dwellings and inhabitants in the City";

WHEREAS, the LBPd provides public law enforcement services within the City of Long Beach which includes the Housing Authority's Carmelitos housing development;

WHEREAS, the Cooperation Agreement does not provide for police services without a fee for patrolling private property such as at the Carmelitos housing development, and the Housing Authority has used private security personnel to perform policing functions within the boundaries of this development;

WHEREAS, the Housing Authority has experienced various levels of crime, including drug and gang activity, at the Carmelitos housing development;

WHEREAS, it is the common goal of the LBPd and the Housing Authority to provide a supplemental law enforcement program to reduce crime and fear of crime in the Carmelitos housing development;

WHEREAS, the City is willing to make available, for a fee, trained LBPd personnel to provide supplemental law enforcement services on private property; and

WHEREAS, for the purpose of achieving such common goal, the Housing Authority has requested the City to provide supplemental law enforcement services to its Carmelitos housing development over and above the enforcement services provided to the public generally.

NOW THEREFORE, it is agreed between the parties hereto as follows:

1. TERMINATION OF EXISTING LAW ENFORCEMENT AGREEMENTS

The Agreement for Supplemental Law Enforcement Services for Community Policing, Narcotics and Gang Investigations dated December 1, 2006 between the Housing Authority and the City (City Contract No. 31057) ended at 11:59 pm on November 30, 2009. Beginning _____ 2011, the City shall provide supplemental law enforcement services to the Housing Authority at the Carmelitos housing development as set forth in this Intergovernmental Agreement.

2. DEFINITIONS For purposes of this Intergovernmental Agreement:

2.1 *Basic Law Enforcement Services* shall mean provision of law enforcement personnel and facilities of the same character and to the same extent as are furnished from time to time without a service fee to other dwellings and inhabitants in the City. Such Basic Law Enforcement Services shall include, but not necessarily be limited to, responses to citizen initiated calls, assistance provided by officers other than Community Policing Officers provided for herein; community relations services provided to the public generally; attendance at meetings to the same extent such services are provided to the general public; homicide investigations, gang investigations, narcotics investigations, arson investigations, explosives investigations, SWAT teams, vice investigations, child abuse investigations, patrol of public streets, crime prevention, maintenance of records and preparation of statistical and other reports generally maintained and prepared by LBPD; booking and jailing services; and time spent in court to testify as to Basic Law Enforcement matters.

2.2 *Supplemental Law Enforcement Services* shall mean the law enforcement services and facilities identified in Attachments "A" and "B" hereof to be provided to the Housing Authority by LBPD at the Intergovernmental Agreement Price specified herein. *Supplemental Law Enforcement Services* shall be law enforcement services of a different character and/or to a different extent than that provided to the public generally.

3. TERM

This Intergovernmental Agreement shall commence as of the day and year first above written and shall remain in full force and effect until June 30, 2012, unless sooner terminated as provided herein. This Intergovernmental Agreement may be extended up to three (3) times in one-year increments.

4. CITY'S RESPONSIBILITIES

4.1 Level of Service. In consultation with the Housing Authority, the Chief of Police shall determine the level of service to be provided. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered as defined in Attachments "A" and "B" herein, or the minimum level or manner of performance of such services, the determination thereof shall be made by the Chief of Police and shall be final and conclusive.

4.2 Professional Standards. LBPd agrees to perform the Supplemental Law Enforcement Services in a good and workmanlike manner, maintaining at least the professional standards required by the LBPd or its professional law enforcement personnel performing police services for the public generally, outlined in Standard Police Officers' Code of Ethics.

Professional Conduct: The Housing Authority does not and will not condone any acts, gestures, comments or conduct from the City's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Housing Authority will properly investigate all charges of harassment by residents, employees or agents of the Housing Authority against any and all City's employees, agents or subcontractors providing services for the Housing Authority. The City assumes all liability for the actions of the City's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the City.

4.3 Personnel. LBPd shall provide all personnel to perform service functions under this Intergovernmental Agreement. The recruitment, selection, training, retention and supervision shall be the sole responsibility of the LBPd.

The LBPd shall cooperate with and involve the Housing Authority's Executive Director or designee in the recruitment, selection, training and retention of LBPd personnel in the performance of the service functions provided herein. The LBPd shall use best efforts to respond to the Housing Authority's requests and needs in filling personnel positions under this Intergovernmental Agreement.

4.4 Equipment. LBPd shall provide and maintain the cars and radios solely to be used by the Community Policing Officers and provide space to store securely such cars and bicycles purchased by the Housing Authority, when such equipment is not in use.

4.5 Supervision. LBPd shall provide an Administration and Supervision Sergeant to direct and coordinate the work effort of the Community Policing Officers, insure that their work effort and that or other LBPd personnel complies with this Intergovernmental Agreement, and review and approve all monthly reports prepared for the Housing Authority under this Intergovernmental Agreement.

4.6 Training. LBPd shall provide at its expense to the Community Policing Officers at least the level of law enforcement training provided to LBPd Officers performing Basic Law Enforcement Services.

In addition, LBPd shall provide to the Community Policing Officers the special bicycle training and the special community policing training provided to community policing officers on non-Housing Authority assignments. The time spent by LBPd officers at any of such training programs shall not be charged to the Housing Authority unless pre-approved, in writing, by the Housing Authority's Executive Director or designee.

4.7 Crime Reports. LBPd shall provide daily a log and related complaint reports detailing supplemental services provided. LBPd shall provide monthly copies of complaint reports filed for the Carmelitos housing development, in addition to monthly Part I felony reports, selected Part II misdemeanor drug arrest reports, calls for services and handling minutes data for the specified reporting district and the unit history for the Carmelitos Community Police Officers. The specified reports will be submitted in a digital format using either Excel, Access or other mutually agreed upon software. Data for the previous month is due by the 15th of the following month.

5. COMPENSATION

5.1 The price for the Supplemental Law Enforcement Services to be provided by LBPd to the Housing Authority shall be at the rates provided for in Attachment "C" hereto. The Housing Authority and the City agree that Attachment "C" shall be revised annually to reflect changes to rates for Supplemental Law Enforcement Services and such revision shall not require a formal amendment hereto, but shall be effective 30 days after delivery of a notice from the Chief of Police to the Housing Authority. However, the Intergovernmental Agreement Price shall not exceed Four Hundred Forty Eight Thousand Eight Hundred Dollars (\$448,800.00) over the term of this Intergovernmental Agreement. If the Intergovernmental Agreement Price needs to be adjusted, the parties will meet and confer in good faith to discuss a compensation amount. If parties fail to agree, a 30-day notice by either party will terminate the contract.

5.2 The services of the Community Policing Officers described in Attachment "A" will be provided at the rate for a Police Officer set forth in Attachment "C", and the services for any overtime officers provided for Community Policing Officers who are on vacation, sick leave, training or other type of leave, shall be provided at the patrol officer overtime rate set forth in Attachment "C", Supplemental Law Enforcement Service Costs.

5.3 The schedule shall be determined by LBPd in cooperation with the Housing Authority's Executive Director or designee, and will involve evening and weekend work. Within reason, the work schedule needs to be flexible based on the occurrence of crime and law enforcement related problems at the housing development. LBPd shall provide written notice to the Housing Authority on a weekly basis regarding the work schedule and shall provide written notice of any changes to said work schedule. Other than overtime personnel assigned, LBPd shall make reasonable effort to provide continuity among personnel and assign the same personnel to the Community Policing Program for a minimum of one year beginning July 1. At the time of a change in personnel, one officer shall remain assigned to said housing development during a period of at least 30 days for training and transition of personnel.

5.4 The service of the Narcotics and Gang Investigators described in Attachment "A" will be provided at the rates set forth in Attachment "C".

5.5 The Administration and Supervising Services described in Attachment "B" will be provided at the rates set forth in Attachment "C".

5.6 The charges set forth in Attachment "C" are inclusive of LBPD's overhead which include but is not limited to, the cost of the equipment to be provided by the LBPD, and the maintenance thereof excluding the police vehicles, supervisory personnel, worker's compensation, Commander and Patrol Sergeant's time, and no additional charge shall be made to the Housing Authority for overhead.

The City shall be paid in accordance with the Housing Authority's standard accounts payable system.

The following condition must be met to fulfill this Intergovernmental Agreement and ensure prompt payment.

The City will submit a monthly invoice on a form approved by the Housing Authority for services rendered, and this invoice must be approved by the Housing Authority. The monthly invoice shall identify and detail the Supplemental Law Enforcement Services provided by the personnel during the preceding period, and provide a spreadsheet totaling all expenses incurred for the current contract year. Said billing shall not include charges for Basic Law Enforcement Service responses.

The City shall have no claim against the Housing Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the City after the expiration or other termination of this Intergovernmental Agreement. Should the City receive any such payment, it shall immediately notify the Housing Authority and shall immediately repay all such funds to the Housing Authority. Payment by the Housing Authority for services rendered after expiration or termination of this Intergovernmental Agreement shall not constitute a waiver of the Housing Authority's right to recover such payment from City. This provision shall survive the expiration or other termination of this Intergovernmental Agreement.

6. HOUSING AUTHORITY'S RESPONSIBILITIES

6.1 Payment of Invoices. The Housing Authority shall pay LBPD's approved invoices within thirty (30) days of receipt of the invoice with written reports and all supporting data necessary to verify the accuracy of the billing and shall provide prompt written notification to LBPD of the reason for disapproval of any invoice or report.

6.2 Facilities and Equipment. The Housing Authority shall pay the costs associated with one or more police vehicles, one or more cellular phones, one digital camera, one laptop computer, two or more bicycles, two desks, one telephone, a computer with electronic e-mail, and one locking file cabinet at the Carmelitos housing development. The equipment provided by the Housing Authority should only be used by LBPD's personnel employed under this Intergovernmental Agreement. The LBPD shall take reasonable measures to insure proper care and security of all

equipment provided by the Housing Authority. The equipment provided by the Housing Authority shall remain the property of the Housing Authority and at the termination of this Intergovernmental Agreement shall be returned to the Housing Authority pursuant to its direction.

During the term of this Intergovernmental Agreement, the Housing Authority shall pay the cost of maintenance and repair of police vehicles and bicycles, however, the LBPd shall have the sole responsibility for maintaining and repairing said equipment.

6.3 Use of Space. The LBPd will review and execute any necessary Space Use Agreements (Attachment "F") with the Housing Authority pertaining to any commons spaces located at the Carmelitos housing development. At the request of the Chief of Police or his designee, the Housing Authority in its discretion may authorize the LBPd to utilize a vacant residential unit for purposes of surveillance of gang or drug-related criminal activity. The usage of a vacant residential unit for purposes of surveillance of gang or drug-related criminal activity shall not require a Space Use Agreement.

6.4 Orientation and Training. The Housing Authority shall provide at its expense to the Community Policing Officers (i) an orientation regarding the Housing Authority organization and personnel, and the housing development, (ii) an orientation regarding Housing Authority lease and Occupancy Policy, (iii) an orientation regarding the Intergovernmental Agreement, and (iv) an introductory course on community-based and problem-oriented policing. Subsequently, at its option and expense, the Housing Authority may provide the Community Policing Officers with site visits to other law enforcement agencies in California who have successfully implemented community policing programs in public housing developments or in high crime communities, and may send the Community Policing Officers and/or Supervisors to national, regional, and/or local training seminars on community policing and other topics pertinent to the implementation of the Intergovernmental Agreement. Any time spent by the Community Policing Officers on such Housing Authority-provided orientation or training programs shall be billed to the Housing Authority at the rates provided in Attachment "C" hereto.

6.5 Data. The Housing Authority shall cooperate with the LBPd by providing resident identification and information with respect to known drug, gang or other criminal activity and an updated tenant log on a monthly basis.

7. SOURCES AND APPROPRIATION OF FUNDS

The Housing Authority's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Intergovernmental Agreement. All funds are appropriated every fiscal year beginning July 1.

In the event this Intergovernmental Agreement extends into succeeding fiscal years and funds have not been appropriated, this Intergovernmental Agreement will automatically terminate as of June 30 of the current fiscal year. The Housing Authority will endeavor to notify the City in writing within ten (10) days of receipt of non-appropriation notice.

8. TERMINATION FOR IMPROPER CONSIDERATION

The Housing Authority may, by written notice to the City, immediately terminate the right of the City to proceed under this Intergovernmental Agreement, if it is found that consideration, in any form, was offered or given by City, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Intergovernmental Agreement or securing favorable treatment with respect to the award, amendment or extension of this Intergovernmental Agreement or the making of any determinations with respect to the City's performance pursuant to this Intergovernmental Agreement. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the City as it could pursue in the event of default by the City.

The City shall immediately report any attempt by a Housing Authority officer or employee to solicit such improper consideration. The report shall be made either to the Housing Authority's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

9. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Housing Authority, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section, Housing Authority consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Housing Authority to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Housing Authority's sole discretion, against the claims, which the Contractor may have against the Housing Authority. However, the Housing Authority reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Housing Authority in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Housing Authority's express prior written approval, shall be a

material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

10. CONFIDENTIALITY OF REPORTS

The City shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Housing Authority.

11. SUBCONTRACTING

The City shall not subcontract any part of the work covered by this Intergovernmental Agreement or permit subcontracted work to be further subcontracted without prior written approval by the Housing Authority.

12. INSURANCE

The City shall procure and maintain at City's expense for the duration of this Intergovernmental Agreement the following insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the City, its agents, representatives, employees or subcontractors. Any self-insurance program and self-insured retention must be separately approved by the Housing Authority. Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Housing Authority. Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Housing Authority. All coverage for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the Housing Authority. The City shall furnish the Housing Authority with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Failure on the part of the City to procure or maintain insurance required by this Contract shall constitute a material breach of contract upon which the Housing Authority may immediately terminate this Contract.

A. GENERAL LIABILITY INSURANCE

(written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$ 3,000,000
Products/Completed Operations Aggregate	\$ 3,000,000
Personal and Advertising Injury	\$ 3,000,000
Each Occurrence	\$ 3,000,000

The County of Los Angeles,

Housing Authority of the County of Los Angeles (County), the Community Development Commission of the County of Los Angeles (Commission), the County and their directors, officials, and employees, shall be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of the City that are related to this Agreement.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.
- C. WORKERS’ COMPENSATION and EMPLOYER’S LIABILITY insurance providing worker’s compensation benefits, as required by the Labor Code of the State of California. In all cases, the above insurance also shall include Employer’s Liability coverage with limits of not less than the following for all persons whom the City employs to carry out the services under this Agreement:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

An endorsement evidencing waiver of subrogation by the insurance carrier with respect to the Housing Authority and the Commission is required.

13. INDEMINIFICATION

The City shall indemnify, defend and hold harmless the Community Development Commission of the County of Los Angeles, the Housing Authority of the County of Los Angeles, the County and their agents, officers, directors, and employees from and against any and all liability, demands, damages, claims, causes of action, fees, and expenses (including reasonable attorney’s fees, expert witness fees, and legal costs), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as “Liabilities), arising from or connected with City’s acts, errors, and/or omissions arising from and/or relating to this Intergovernmental Agreement or the services to be provided hereunder. City shall not be required to indemnify, defend, and hold harmless the Public Agencies and their Agents from any Liabilities that were caused by the sole negligence or willful misconduct of the Public Agencies and their Agents. The duty to defend shall arise immediately upon the City or the Community Development Commission of the County of Los Angeles, The Housing Authority of the County of Los Angeles, and their agents, officers, directors and employees’ receipt of a demand, claim, cause of action or complaint.

The City further agrees to indemnify, defend and hold harmless the Community Development Commission of the County of Los Angeles, the Housing Authority of the County of Los Angeles, and their agents, officers, directors and employees against any and all Liabilities, arising from or connected to any claims relating to assault and battery, false arrest, false imprisonment, excessive force, or civil rights violations, except to the extent such Liabilities are caused by the sole negligence or willful misconduct of the Public Agencies and their Agents.

These indemnification provisions shall remain in full force and effect and survive the termination and/or expiration of this Intergovernmental Agreement.

14. HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN

The Housing Authority will evaluate the City's performance under this Intergovernmental Agreement on not less than an annual basis. Such evaluation will include assessing City's compliance with all Intergovernmental Agreement terms and performance standards. City deficiencies, which Housing Authority determines are severe or continuing and that may place performance of the Intergovernmental Agreement in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Housing Authority and City. If improvement does not occur consistent with the corrective measure, the Housing Authority may terminate this Intergovernmental Agreement, pursuant to Section 15 or 16, or impose other remedies as specified in this Intergovernmental Agreement.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second terms of this Intergovernmental Agreement to evaluate the performance of the City. Based on the assessment of the performance review, as determined by the Housing Authority in its sole discretion, written notification will be given to the City whether this Intergovernmental Agreement will be terminated at the end of the current year or will be continued into the next contract year.

15. TERMINATION FOR CONVENIENCE

The Housing Authority reserves the right to cancel this Intergovernmental Agreement for any reason at all upon thirty (30) days prior written notice to City. In the event of such termination, City shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

16. TERMINATION FOR CAUSE

This Intergovernmental Agreement may be terminated by the Housing Authority upon written notice to the LBPD for just cause (failure to perform satisfactorily) with no penalties incurred by the Housing Authority upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the LBPD fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Intergovernmental Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the LBPD, and should the LPPD neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Housing Authority within the time specified in such notice, the Housing Authority shall have the power to suspend or terminate the operations of the LBPD in whole or in part.

- B. Should the LBPDP fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Intergovernmental Agreement, or if the work to be done under this Intergovernmental Agreement is abandoned for more than three days by the LBPDP, then notice of deficiency thereof in writing will be served upon LBPDP by the Housing Authority. Should the LBPDP fail to comply with the terms of this Intergovernmental Agreement within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Housing Authority shall have the power to suspend or terminate the operations of the LBPDP at the Carmelitos housing development in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the City.
- D. If, through any cause, the LBPDP shall fail to fulfill, in a timely and proper manner, the obligations under this Intergovernmental Agreement, or if the LBPDP shall violate any of the covenants, contracts, or stipulations of this Intergovernmental Agreement, the Housing Authority shall thereupon have the right to terminate this Intergovernmental Agreement by giving written notice to the LBPDP of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the City under this Intergovernmental Agreement shall, at the option of the Housing Authority become its property and the LBPDP shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

17. CITY'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

The City acknowledges that the Housing Authority has established a goal of ensuring that all individuals who benefit financially from the Housing Authority through a contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Housing Authority Child Support Compliance Program and without limiting City's duty under this Intergovernmental Agreement to comply with all applicable provisions of law, the City warrants that it is now in compliance and shall, during the term of this Intergovernmental Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

18. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the City to maintain compliance with the requirements set forth in Section 17, "CITY'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this contract. Without limiting the rights and remedies available to Housing Authority under any

other provision of this contract, failure of City to cure such default within 90 calendar days of written notice shall be grounds upon which Housing Authority may terminate this contract pursuant to Section 16 - "TERMINATION FOR CAUSE" and pursue debarment of City, pursuant to Housing Authority Policy.

19. POST MOST WANTED DELINQUENT PARENTS LIST

The City acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The City understands that it is County's and Housing Authority's policy to strongly encourage all Cities to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at City's place of business. The Child Support Services Department (CSSD) will supply City with the poster to be used.

20. INDEPENDENT CONTRACTOR

This Intergovernmental Agreement does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Housing Authority and the City.

21. EMPLOYEES OF CITY

The City understands and agrees that all persons furnishing services to the Housing Authority pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the City. City shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Housing Authority under this Intergovernmental Agreement.

22. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The City certifies under penalty of perjury under the laws of the State of California that the City will comply with the requirements of the Drug-Free Workplace Act of 1990.

23. SAFETY STANDARDS AND ACCIDENT PREVENTION

The City shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The City shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Intergovernmental Agreement.

24. COMPLIANCE WITH LAWS

The City agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Intergovernmental Agreement, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Intergovernmental Agreement is in excess of \$100,000 then City shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The City must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Intergovernmental Agreement.

The City shall comply with the following laws in Sections 25-34, inclusive, 43-44, 47-49, inclusive.

25. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

The City shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

26. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The City shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

27. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The City shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Intergovernmental Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

28. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

The City shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Intergovernmental

Agreement, the City will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The City will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The City will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The City will send to each labor union or representative of workers with which the City has a collective bargaining contract or other contract or understanding, a notice to be provided by the agency of the City's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The City will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The City will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Housing Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of City's noncompliance with the non-discrimination clauses of this Intergovernmental Agreement or with any of such rules, regulations or orders, this Intergovernmental Agreement may be canceled, terminated or suspended in whole or in part and the City may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The City will include the provisions of these provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor.

The City will take such actions with respect to any subcontract or purchase order as the Housing Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the City becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Housing Authority, the City may request the United States to enter into such litigation to protect the interests of the United States.

29. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED

- a. The work to be performed under this Intergovernmental Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Intergovernmental Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Intergovernmental Agreement, the parties to this Intergovernmental Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The City agrees to send to each labor organization or representative of workers with which the City has a collective bargaining contract or other understanding, if any, a notice advising the labor organization or workers' representative of the City's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The City agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The City will not subcontract with any subcontractor where the City has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e. The City will certify that any vacant employment positions, including training positions, that are filled (1) after the City is selected, but before the Intergovernmental Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the City's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Intergovernmental Agreement for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and

Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Intergovernmental Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Intergovernmental Agreement that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

30. FEDERAL LOBBYIST REQUIREMENTS

The City is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative contract, and any extension, continuation, renewal, amendment or modification of said documents.

The City must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the City will comply with the Lobbyist Requirements.

Failure on the part of the City or persons/subcontractors acting on behalf of the City to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

31. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The City shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

32. USE OF RECYCLED-CONTENT PAPER PRODUCTS

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the City agrees to use recycled-content paper to the maximum extent possible on the Project.

33. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- a. A responsible contractor is a contractor, consultant, vendor or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Housing Authority, Commission, and County to conduct business only with responsible contractors.

- b. The City is hereby notified that if the Housing Authority acquires information concerning the performance of the City on this or other contracts which indicates that the City is not responsible, the Housing Authority may, in addition to other remedies provided in the contract, debar the City from bidding or proposing on, or being awarded, and/or performing work on Housing Authority contracts for a specified period of time, which generally will not to exceed five years, but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the City may have with the Housing Authority.
- c. The Housing Authority may debar a City, contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the City has done any of the following: (1) violated any term of a contract with the Housing Authority, Commission, or County or a nonprofit corporation created by the Housing Authority, Commission, or County, (2) committed an act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Housing Authority, Commission, or County, any other public entity, a nonprofit corporation created by the Housing Authority, Commission, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Housing Authority, Commission, County, or any other public entity.
- d. If there is evidence that the City may be subject to debarment, the Housing Authority will notify the City in writing of the evidence, which is the basis for the proposed debarment and will advise the City of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The City and/or the City's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the City should be debarred, and, if so, the appropriate length of time of the debarment. The City and the Housing Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- g. If a City has been debarred for a period longer than five years, that City may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Housing Authority may, in its discretion, reduce the period of debarment or terminate the debarment if it

- finds that the City has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Housing Authority.
- h. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the City has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.
 - i. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
 - j. These terms shall also apply to subcontractors and subconsultants of County, Housing Authority, or Commission contractors, consultants, vendors and agencies.

34. COMPLIANCE WITH JURY SERVICE PROGRAM

- A. Unless the City has demonstrated to the Housing Authority satisfaction either that City is not a "Contractor" as defined under the Jury Service Program or that City qualifies for an exception to the Jury Service Program, City shall have and adhere to a written policy that provides that its Employees shall receive from the City, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the City or that the City deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Housing Authority or a subcontract with a Housing Authority contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Housing Authority contracts or subcontracts.
- C. "Employee" means any California resident who is a full time employee of City. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) City has a long-standing practice that defines the lesser number

of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If City uses any subcontractor to perform services for the Housing Authority under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the contract.

- D. If the City is not required to comply with the Jury Service Program when the Intergovernmental Agreement commences, City shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and City shall immediately notify Housing Authority if City at any time either comes within the Jury Service Program's definition of "Contractor" or if City no longer qualifies for an exception to the Program. In either event, City shall immediately implement a written policy consistent with the Jury Service Program. The Housing Authority may also require, at any time during the Intergovernmental Agreement and at its sole discretion, that City demonstrate to the Housing Authority's satisfaction that City either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that City continues to qualify for an exception to the Program.
- E. The City's violation of this Section of the contract may constitute a material breach of the Intergovernmental Agreement. In the event of such material breach, Housing Authority may, in its sole discretion, terminate the Intergovernmental Agreement and/or bar City from the award of future Housing Authority contracts for a period of time consistent with the seriousness of the breach.

35. ACCESS AND RETENTION OF RECORDS

The City shall provide access to the Housing Authority, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the City which are directly pertinent to this Intergovernmental Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

The City is required to retain the aforementioned records for a period of five years after the Housing Authority pays final payment and other pending matters are closed under this Intergovernmental Agreement.

36. CONFLICT OF INTEREST

The City represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Intergovernmental Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Housing Authority. Upon execution of this Intergovernmental Agreement and during its term, as appropriate, the City shall, disclose in writing to the Housing Authority any other

contract or employment during the term of this Intergovernmental Agreement by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Housing Authority's interest and the interests of the third parties.

37. SEVERABILITY

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Intergovernmental Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

38. INTERPRETATION

No provision of this Intergovernmental Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Intergovernmental Agreement is to be construed as if drafted by both parties hereto.

39. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

40. PATENT RIGHTS

The Housing Authority will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Intergovernmental Agreement.

41. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Intergovernmental Agreement shall be the subject of an application for copyright by or on behalf of the City. All such documents become the property of the Housing Authority and the Housing Authority holds all the rights to said data.

42. NOTICES

The Housing Authority shall provide the City with notice of any injury or damage arising from or connected with services rendered pursuant to this Intergovernmental Agreement to the extent that Housing Authority has actual knowledge of such injury or damage. Housing Authority shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Intergovernmental Agreement shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Housing Authority: Housing Management Division
 2 Coral Circle
 Monterey Park, CA 91755
 Attn: Sean Rogan, Executive Director

The City: City of Long Beach Police Department
 400 West Broadway
 Long Beach, CA 90802
 Attn: Patrick H. West, City Manager

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The City and the Housing Authority may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

43. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The City shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Intergovernmental Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

44. CITY’S ACKNOWLEDGMENT OF HOUSING AUTHORITY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The City acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The City understands that it is the Housing Authority’s policy to encourage all Housing Authority Contractors to voluntarily post the Housing Authority’s “Safely Surrendered Baby Law” poster in a prominent position at the City’s place of business. The City will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor’s place of business. The Department of Children and Family Services of the County of Los Angeles will supply the City with the poster to be used.

45. NON-EXCLUSIVITY OF INTERGOVERNMENTAL AGREEMENT

It is expressly understood and agreed by the City that this Intergovernmental Agreement is non-exclusive and that the Housing Authority may enter into similar contracts with other parties for services of an identical nature provided herein.

46. ENFORCEMENT OF CALIFORNIA PENAL CODE SECTION 602 TRESPASS ON LAND, REAL PROPERTY AND STRUCTURES

Notwithstanding any provision of this Intergovernmental Agreement to the contrary, the Housing Authority and the LBPd hereby enter into a limited agency relationship, and the LBPd shall be the Housing Authority's agent, solely and exclusively for the purpose of allowing the LBPd to enforce California Penal Code Section 602 at the Carmelitos housing development when in the LBPd's discretion enforcement of Penal Code Section 602 is appropriate. This limited agency relationship shall be limited to those actions directly taken by the LBPd to enforce Penal Code Section 602 at the Carmelitos housing development. The LBPd shall retain the right to supervise and control its officers in enforcing Penal Code Section 602, including any decisions regarding the means of enforcing such penal code section.

47. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Housing Authority seeks to ensure that all Housing Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Housing Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

48. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals and businesses that benefit financially from the Housing Authority through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

49. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Housing Authority under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which Housing Authority may terminate this contract and/or pursue debarment of the Contractor, pursuant to

50. MODIFICATIONS

No modifications of, or amendment or addition to this Intergovernmental Agreement shall be valid or enforceable unless in writing and signed by both parties.

51. ENTIRE CONTRACT

This Intergovernmental Agreement with Attachments A through E constitutes the entire understanding and Contract of the parties. This Contract includes the following attachments:

- A. Statement of Work – Community Policing Officers and Narcotics and Gang Investigators
- B. Statement of Work – Administration and Supervision Services
- C. Fee Schedule
- D. Required Contract Forms
- E. Required Contract Notices
- F. Required Space Use Agreement

SIGNATURES

IN WITNESS WHEREOF, the City and the Housing Authority have executed this Contract through their duly authorized officers this _____ day of _____, ____.

HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES

CITY OF LONG BEACH
A MUNICIPAL CORPORATION

BY: _____
SEAN ROGAN
Executive Director

BY: _____
PATRICK H. WEST
City Manager

APPROVED AS TO FORM
ANDREA SHERIDAN ORDIN

APPROVED AS TO PROGRAM
HOUSING MANAGEMENT
DIVISION

BY: _____
Deputy

BY: _____
Maria Badrakhan, Director

APPROVED AS TO FORM
ROBERT E. SHANNON
City Attorney

BY: _____

ATTACHMENT “A” STATEMENT OF WORK

**Community Policing Officers and
Narcotics and Gang Investigators**

ATTACHMENT “A”

OBJECTIVES and STATEMENT OF WORK

COMMUNITY POLICING OFFICERS*:

- Partner with residents and staff of the Housing Authority to plan and implement the Community Policing Program.
- Identify crime and nuisance problems that impact the quality of life within the housing development utilizing a variety of sources including, but not limited to, crime data and information from staff and residents.
- Solve problems utilizing the SARA Model (Scanning, Analysis, Response and Assessment) of problem solving.
- Implement traditional and innovative strategies, which include prevention, intervention and enforcement strategies in response to crime problems.
- Conduct an annual survey of residents to introduce or inform residents about the Community Policing Program and to identify crime and nuisance problems.
- Identify, with the Housing Authority management, Narcotics and Gang Investigators and other law enforcement resources, persons involved in drug and gang related activities and other crime problems in and around the housing development.
- Develop strategies with Housing Authority management and other law enforcement resources to address the identified drug and gang activity and other crime problems. Strategies will include prevention, intervention and enforcement.
- Implement and evaluate the prevention, intervention and enforcement strategies to address identified drug and gang activity and other crime problems.
- Conduct foot and bike patrols, which directly affect the quality of life of residents and the general level of fear among residents, who are the victims of drug and gang elements. Fifty percent (50%) of patrol time should be on foot and bike.
- Check in daily (Monday-Friday) with the Property Manager or his/her designee.
- Provide to the Property Manager or his/her designee and Housing Authority management written notice by e-mail of any schedule changes.

- Participate in weekly Carmelitos management meetings and monthly Community Policing Task Force meetings with other concerned and affected agency personnel such as prosecutors, probation officers, parole agents and Housing Authority management and staff.
- Participate in monthly Community Safety Committee and Resident Council meetings or any other meetings as requested by the Housing Authority.
- Prepare reports and maintain files on civil and/or criminal activity, which affects the residency status of persons residing in the housing development, as requested by the Housing Authority.
- Complete and transmit logs daily and related Housing Violation Forms and complaint reports and prepare complete and accurate monthly reports that document daily activity and results for the previous month and a SARA status report of crime problems being targeted by the Community Policing Officers.

Basic Law Enforcement Services (as defined in this Agreement), including area-wide patrol services and response and follow-up to citizen initiated calls provided to the general public and which are funded by the general revenues of the City of Long Beach are not chargeable pursuant to this Intergovernmental Agreement. (Refer to Section 2)

* The Long Beach Police Department COPS (Community Oriented Public Safety) incorporates these strategies.

NARCOTICS AND GANG INVESTIGATORS AND SUPERVISORS:

- Identify, with the Housing Authority management, Community Policing Officers and other security resources, persons involved in drug-related and gang-related activity in and around the housing development.
- Solve problems utilizing the SARA Model for problem solving.
- Prepare reports and maintain files on civil and/or criminal activity, which affects the residency status of persons residing in the housing development, as requested by the Housing Authority management.
- Participate in monthly (or any other meetings as requested by the Housing Authority) Anti-Drug and Gang Task Force meetings with other concerned and affected agency personnel such as prosecutors, probation officers, parole agents and Housing Authority management.
- Prepare monthly reports that document daily activity for the previous month, including SARA status statement of crime problems being targeted by the investigators, and copies of reports on the person(s) being investigated in the housing development.

ATTACHMENT “B”

STATEMENT OF WORK

**Administration and
Supervising Services**

ATTACHMENT “B”

SUPPLEMENTAL LAW ENFORCEMENT SERVICES

ADMINISTRATION AND SUPERVISING SERVICES

STATEMENT OF WORK

The Administration and Supervising Services Sergeant will serve as administrative liaison between the Long Beach Police Department and the Housing Authority. The Administrative and Supervising Services Sergeant will be responsible for the following:

- Assist the Housing Authority in the preparation of the Intergovernmental Agreement and interface with the City Attorney.
- Assist in the recruitment, orientation and training of personnel who will be working under the Intergovernmental Agreement.
- Provide functional supervision for all personnel who will be working under the Intergovernmental Agreement.
- Prepare all Special Services and all other overtime requests that outline the operation, schedule and cost. Receive approval from the Housing Authority before the operation is implemented. Preference for Special Services and all other overtime requests will go to the officers who are currently assigned or who have recently worked for the Intergovernmental due to their familiarity with the community and Intergovernmental Agreement requirements. If the aforementioned officers are not available, Housing Authority approval of another officer to work the assignment will be required.
- Review the monthly invoices, monitor year-to-date contract expenditures and reports pursuant to the Intergovernmental Agreement and interface with the LBPD Fiscal Services Department.
- Attend monthly Anti-Drug and Gang Task Force and weekly Community Policing meetings as necessary and related meetings convened by the Housing Authority.
- Contact Property Supervisor weekly to discuss crime, schedule or other issues.
- Monitor Intergovernmental Agreement compliance.

- Communicate monthly with the Crime and Safety Unit manager to discuss any Intergovernmental Agreement compliance issues.
- Upon request, respond to other Housing Authority requests for information
- required for audit reports, grant proposals or related matters.

ATTACHMENT “C”

FEE SCHEDULE

ATTACHMENT "C"

SUPPLEMENTAL LAW ENFORCEMENT SERVICES

MONTHLY FEE SCHEDULE

February, 2011 – June, 2012

SALARIES	MAXIMUM AMOUNT
Community Policing Unit Services	\$21,628.00
(2) Police Officers @ \$62.150 x 2088 Hrs = \$259,539 Fully loaded costs including Workers Compensation	
Special Problems Overtime (Pre-Approved) Approximately 180 hours per year between Sgt. and Officers Patrol Sergeant @ \$84.603 per hour x 55 Hrs = \$4,653 Patrol Officer @ \$63.665 per hour x 55 Hrs = \$3,502	\$2100.00
Project Administration Approximately 100 hours per year between Sgt. and SOII Police Sergeant @ \$84.603 per hour x 50 Hrs = \$4,230 Security Officer II @ \$36.879 per hour x 50 Hrs = \$1,844	\$506.00
Prevention/Intervention Program Expenses Includes crime prevention supplies or materials for events, field trips, violence prevention sessions, etc.	\$50.00
Training Community policing, gang, narcotics and other related training.	\$50.00
Equipment One (1.5) Black and White Police Vehicle dedicated to Carmelitos = \$21,490/Yr Car Radio, Mobile Data Computer, Handheld Radios = \$3,300/Yr	\$2,066.00
SUBTOTAL MONTHLY COST	\$26,400.00
TOTAL AGREEMENT COST (17 months)	\$448,800.00

ATTACHMENT D

**REQUIRED
FORMS**

CONTRACT

(Insert all applicable required forms)

ATTACHMENT E

**REQUIRED
NOTICES**

CONTRACT

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2004)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

What's New. Workers cannot claim the EIC if their 2004 investment income (such as interest and dividends) is over \$2,650.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2004 are less than \$35,458 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2005.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2004 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2004 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2004 and owes no tax but is eligible for a credit of \$791, he or she must file a 2004 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2005 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015
(Rev. 12-2004)

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ATTACHMENT F

REQUIRED SPACE USE AGREEMENT